



YERKES REGIONAL PRIMATE RESEARCH CENTER

EMORY UNIVERSITY

Atlanta, Georgia 30322

GEORGIA, DEKALB COUNTY

THIS AGREEMENT, made and entered into on the 18th day of May, 1999 by and between the Atlanta/Fulton County Zoo, Inc. hereinafter known as Zoo Atlanta, and Emory University, a corporation of Dekalb County, Georgia, hereinafter known as Emory.

WITNESSETH THAT:

WHEREAS, Emory owns and maintains the Yerkes Primate Research Center; and WHEREAS, Zoo Atlanta has requested that Emory donate to it seventeen (17) gorillas ('Banga' G0022, 'Charlie' G0043, 'Choomba' G0006, 'Kashata' G0046, Katoomba 'G0004', 'Kekla' G0035, 'Kinyani' G0036, 'Kuchi' G0040, 'Machi' G0032, 'Mia moja' G0044, 'Ozoum' G0003, 'Paki' G0010, 'Shamba', G0020, 'Stadi' G0039, 'Sukari' G0049, and 'Taz' G0037) as well as four (4) Orangutans ('Biji' O0052, 'Hati' O0068, 'Jantan' O0115, and 'Sibu' O0012) and Emory is willing to make such a donation upon the conditions hereinafter set forth.

NOW, THEREFORE, it is agreed between the parties as follows:

1. Emory will donate to Zoo Atlanta, seventeen (17) gorillas and four (4) Orangutans and will relinquish ownership of the animals to Zoo Atlanta upon receipt of an appropriately signed and executed agreement.
2. Zoo Atlanta, at its sole expense, shall provide complete and competent care of the animals, including housing, feeding and cleaning, and will maintain the facilities and grounds occupied by the animals in good condition and repair.
3. Zoo Atlanta shall take all reasonable precautions to prevent the animals from coming in direct contact with the public and to insure the animals' complete safety. Zoo Atlanta shall provide daily inspection of the animals by a competent person to determine the status of their health, furnishing ordinary veterinary care indicated.
4. Zoo Atlanta does by these presents release and forever discharge Emory and the Yerkes Primate Research Center, and their agents and employees,

from any and all claims or demands of whatever kind or character which Zoo Atlanta may have as a result of or arising from the transfer of these animals to Zoo Atlanta.

5. Zoo Atlanta shall indemnify and hold harmless Emory University and Yerkes Primate Research Center against and from any and all claims or demands of every kind or character which may be asserted against the said parties as a result of or related to any actions on the part of said animals. Said indemnity shall extend to all costs, expenses and attorney's fees which may be incurred by Emory or the Yerkes Primate Research Center in connection with any such claim or demand.

IN WITNESS WHEREOF, the parties, acting by and through their authorized officers, have hereunto set their hands and seals, the day and year first above written.

Attest:

ZOO ATLANTA

C. David Scaaf By: Jerry H. Moore

Attest:

EMORY UNIVERSITY

Thomas R. Insel By: Thomas R. Insel
5/24/99
Thomas R. Insel, Director
Yerkes Primate Research Center